



AFTER RECORDING RETURN TO:

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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
NORTH LAKEWAY VILLAGE – SECTION 6

Declarant: RH OF TEXAS LIMITED PARTNERSHIP, a Maryland limited partnership

Cross reference to Declaration of Covenants, Conditions and Restrictions for North Lakeway Village Section 6 recorded as Document No. 2008103225, Official Public Records of Travis County, Texas, as amended.

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTH LAKEWAY SECTION 6**

This Amendment to Declaration of Covenants, Conditions and Restrictions for North Lakeway Section 6 (this "**Amendment**") is made by **RH OF TEXAS LIMITED PARTNERSHIP**, a Maryland limited partnership ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for North Lakeway Village Section 6 recorded as Document No. 2008103225, Official Public Records of Travis County, Texas, as amended, as amended (collectively, the "**Declaration**").

B. Pursuant to *Section 9.04(A)* of the Declaration, the Declaration may be amended by Declarant so long as Declarant owns or controls any of the property described on Exhibit "A" to the Declaration (the "**Land**"). Declarant owns all or a portion of the Land.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Section 7.04.** *Section 7.04* of the Declaration is hereby deleted in its entirety.
2. **Amendment of Section 7.05.** *Section 7.05* of the Declaration is hereby deleted in its entirety and replaced with the following:

7.05. Working Capital Assessment and Reserve Fund Contribution. Each Owner of a Lot (other than the Declarant or as otherwise set forth below) will pay a one-time working capital assessment to the Association in the amount of Two Hundred and No/100 Dollars (\$200.00) and a one-time reserve fund contribution to the Association in the amount of Four Hundred and No/100 Dollars (\$400.00). The working capital assessment and reserve fund contribution hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment and reserve fund contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who (i) acquires a Lot for the purpose of constructing single-family residences for resale to a third party (a "**Builder**"); or (ii) acquires a Lot for the purpose of resale to a Builder (a "**Development Owner**") will not be subject to the working capital assessment or reserve fund contribution;

however, the working capital assessment and reserve fund contribution will be payable by any Owner who acquires a Lot from a Builder or Development Owner for residential living purposes or by any Owner who: (i) acquires a Lot and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot for any purpose other than constructing a single-family residence thereon for resale to a third party. In the event of any dispute regarding the application of the working capital assessment or reserve fund contribution to a particular Owner, the Board's determination regarding the application of the exception will be binding and conclusive without regard to any contrary interpretation of this *Section 7.05*. The working capital assessment and reserve fund contribution will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article VII* and will not be considered an advance payment of such Assessments. The working capital assessment and reserve fund contribution shall be used by the Association for capital expenditures approved by the Board. The Board will have the power to waive the payment of any working capital assessment or reserve fund contribution attributable to a Lot by the recordation of a waiver notice in the Official Public Records of Travis County, Texas, which waiver may be temporary or permanent.

3. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

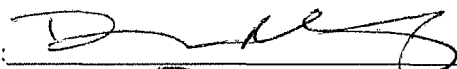
[SIGNATURE PAGE FOLLOWS]

Executed to be effective on the date this instrument is recorded in the Official Public Records of Travis County, Texas.

DECLARANT:

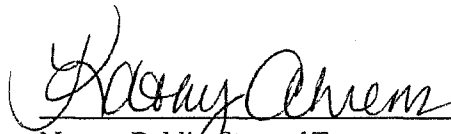
RH OF TEXAS LIMITED PARTNERSHIP, a
Maryland limited partnership

By: Ryland Homes of Texas, Inc., a Texas
corporation, its general partner

By: 
Printed Name: Dominic M. Long
Title: Assistant Vice Pres.

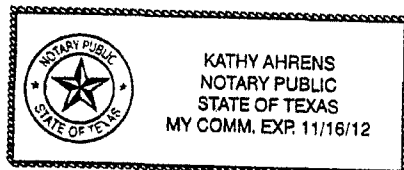
THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 24 day of
January 2012 by Dominic M. Long, Assistant Vice Pres. of
Ryland Homes of Texas, Inc., a Texas corporation, general partner of RH of Texas limited
Partnership, a Maryland limited partnership, on behalf of said corporation and limited
partnership.



Notary Public, State of Texas

(seal)



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

January 26 2012 12:11 PM

FEE: \$ 28.00 2012012517